

CERTIFICATE OF LIABILITY INSURANCE

007/005 Incoming Cc! Karl &

07/30/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER				CONTA NAME:	СТ							
Marsh USA Inc.	PHONE FAX											
701 Market Street, Suite 1100 St. Louis, MO 63101-1830	(A/C, No, Ext): (A/C, No): E-MAIL ADDRESS:											
Attn: stlouis.certrequest@marsh.com;						11410#						
004050 B 40 40			V		National II	nion Fire Ins Co F	Pittsburgh PA		NAIC # 19445			
001950Reg-12-13 Y				INSURER A:								
Canyon Fuel Company, LLC					INSURER B:							
c/o Arch Western Bituminous Group, L.L.C.				INSURER C:								
225 N. 5th Street, Suite 900 Grand Junction, CO 81501				INSURER D :								
State definition, 600 01001					INSURER E :							
				INSURE								
COVERAGES			E NUMBER:		-004084885-32		REVISION NUMBER: 11					
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS												
CERTIFICATE MAY BE ISSUED OR	MAY PE	RTAIN,	THE INSURANCE AFFORD	ED BY	THE POLICIE	S DESCRIBE	D HEREIN IS SUBJECT TO	O ALL	THE TERMS,			
EXCLUSIONS AND CONDITIONS OF	SUCH PC	LICIES	. LIMITS SHOWN MAY HAVE	BEEN F	REDUCED BY	PAID CLAIMS						
INSR LTR TYPE OF INSURANCE	AD IN:	DL SUBI	NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	rs				
A GENERAL LIABILITY					07/31/2012	07/31/2013	EACH OCCURRENCE	\$	300,000			
X COMMERCIAL GENERAL LIABILITY			*\$500,000 general aggregate app	lies			DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	50,000			
CLAIMS-MADE X OCCUP			per location				MED EXP (Any one person)	\$	5,000			
X Explosion Liability (XCU)	`						PERSONAL & ADV INJURY	\$	300,000			
							GENERAL AGGREGATE	\$	* 500,000			
GEN'L AGGREGATE LIMIT APPLIES PER).						PRODUCTS - COMP/OP AGG	\$	500,000			
POLICY PRO- X LOC	.						TROBUSTO SUMMITON ACC	\$				
AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT					
		/		0	1	•	(Ea accident) BODILY INJURY (Per person)	\$				
ANY AUTO ALL OWNED SCHEDULE	D		Man	RY E. El k	Amere KMEIER		BODILY INJURY (Per accident)	-				
AUTOS AUTOS NON-OWN			1/acy MA				PROPERTY DAMAGE	\$				
HIRED AUTOS AUTOS			Notary Notary	Public -	Notary Seal		(Per accident)	\$				
			Commission	ate of M	issouri St. Louis Coun	64						
UMBRELLA LIAB OCCUE	۲		I My Commission	Expires:	December 02 5	ทั้งรา	EACH OCCURRENCE	\$				
EXCESS LIAB CLAIM:	S-MADE		Commission	on Numb	er: 11504611		AGGREGATE	\$				
DED RETENTION \$							WC STATU- OTH-	\$				
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N						TORY LIMITS ER					
ANY PROPRIETOR/PARTNER/EXECUTIVI OFFICER/MEMBER EXCLUDED?	N N	Α					E.L. EACH ACCIDENT	\$				
(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE	\$				
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$				
DESCRIPTION OF OPERATIONS / LOCATIONS	/ VEHICLES	(Attach	ACORD 101, Additional Remarks	Schedule	e, if more space i	s required)						
Permit Skyline Mine C007005							RECE	HVL	L)			
Blasting and use of explosives is not excluded und	der the polic	' .					I des		_			
							ALIG T	33 70	M2			
							AUU					
The same of the sa												
				AUG 1/3 2002								
CERTIFICATE HOLDER				CANO	CELLATION							
CERTIFICATE HOLDER				J,								
Utah Dept. Of Natural Resources							ESCRIBED POLICIES BE C					
Division of Oil, Gas and Mining					THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.							

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Suite 1210

Salt Lake City, UT 84114-5801

AUTOPRIZED REPRESENTATIVE of Marsh USA Inc.

AGENCY CUSTOMER ID: 001950

LOC #: St. Louis



ADDITIONAL REMARKS SCHEDULE

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AGENCY		NAMED INSURED			
Marsh USA Inc.	Canyon Fuel Company, LLC c/o Arch Western Bituminous Group, L.L.C.				
POLICY NUMBER	225 N. 5th Street, Suite 900 Grand Junction, CO 81501				
CARRIER	NAIC CODE				
		EFFECTIVE DATE:			

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,							
FORM NUMBER: 25	FORM TITLE: Certificate of Liability Insurance						

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

- 1. the cancellation effective date is prior to this policy's expiration date;
- 2. the First Named Insured is under an existing contractual obligation to notify a certificate(s) holder(s) when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided the Insurer, either directly or through it's broker of record, either:
- (a) the name of the entity shown on the certificate, a contact name at such entity and the U.S. Postal Service mailing address of each such entity; or
- (b) the email address of a contact at each such entity; and
- 3. prior to the effective date of cancellation, the First Named Insured confirms to the Insurer, either directly or through its broker of record, that the persons or organizations set forth in the Schedule above, as well as their respective addresses listed, should continue to be a part of the Schedule and, if not, the names of the persons or organizations that should be deleted,

the Insurer will provide advice of cancellation (the "Advice") to each such Certificate Holder(s) confirmed by the First Named Insured in writing to be correctly a part of the Schedule within 45 days after the First Named Insured confirms the accuracy of the Schedule above with the Insurer; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the First Named Insured confirms the accuracy of the Schedule above with the Insurer.

Proof of the Insurer emailing the Advice, using the information provided and subsequently confirmed by the First Named Insured in writing, will serve as proof that the Insurer has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

- 1. First Named Insured means the Named Insured shown on the Declarations Page of this policy.
- 2. Insurer means the insurance company shown in the header on the Declarations Page of this policy.

All other terms, conditions and exclusions shall remain the same.